GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

East zone

REQUEST FOR PROPOSAL FOR PROVIDING TEACHERS TO BBMP SCHOOLS AND COLLEGES OF EAST ZONE ON OUTSOURCED BASIS

- RFP No:

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REQUEST FOR PROPOSAL (RFP) SCHEDULE

1.	RFP Reference No.	:	----------
2.	Date of Commencement of Download of RFP Document from e Procurement website http://eproc.karnataka.gov.in	:	From 19/5/2023
3.	Last Date and Time for uploading Online Queries[1] in e Procurement Portal	:	up to 23/5/2023 5:00 PM
4.	Date and Time of Pre-bid Meeting	:	23/5/2023 at 11:00 AM at the following venue: Joint Commissioner east office, Mayo Hall, Bengaluru.
5.	Last Date and Time for uploading of RFP in eProcurement portal	:	up to 19/6/2023 5:00 PM
6.	Date and Time of Online Opening of RFP Applications	:	20/6/2023 5:10 PM
7.	Place of Opening of RFP	:	Online at e-Procurement portal
8.	Address for Communication	:	Office of the Joint Commissioner east office, Mayo Hall, Bengaluru.

[1]Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP Joint Commissioner East Invites Proposals under eProcurement (two cover system) for providing teachers to East zone of BBMP Schools and colleges on outsourced basis for a period of 9 months or till the end of academic session 2023-24 whichever is earlier, and the services may be extended for another academic session 2024-25 (which is for a period of 11 months) based on the satisfactory performance appraisal certified by special commissioner education. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

JC (East)

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP Joint Commissioner East invites Proposals under eProcurement (two cover system) for Providing teachers to BBMP Schools and colleges of East zone on outsourced basis for a period of 9 months or till the end of academic session 2023-24 whichever is earlier, and the services may be extended for another academic session 2024-25 (which is for a period of 11 months) based on the satisfactory performance appraisal certified by special commissioner education. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy which require that Service Provider observes the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. The Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. The Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the E-Procurement Portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in eProcurement portal as per the RFP Schedule. Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Eportal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Providers are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment.

3.3.2. The estimated number of staff required for a period of 9 months or till the end of academic session 2023-24 whichever is earlier, and the services may be extended for another academic session 2024-25 (which is for a period of 11 months) based on the satisfactory performance appraisal certified by special commissioner education, are as follows:

Sl. No	Position	Minimum Qualification Requirement	Post in nos.	Remarks
1.	Nursery school Teachers	PUC and NTT course certificate.	**34**	The number of estimated staff may be increased or decreased by
2.	Primary school Teachers	PUC and D.Ed./TCH, Teachers should	**34**	

Sl. No	Position	Minimum Qualification Requirement	Post in nos.	Remarks
		have passed the TET exam and their name should be in the TET exam result list published by the Government of Karnataka.		25% of the total numbers during the contract., based on the student enrolment or any requirements as approved by the Special Commissioner (Education), BBMP.
3.	High school Teachers	Degree in concerned subject with B.Ed.	**120**	
4.	P.U College Lecturers	MA/MSC/M.COM with B.Ed.	**61**	
5.	Degree College Assistant Professors	MA/MSC/M.COM with NET/SLET/MPhil/PhD. As per UGC-2018 Guidelines	**16**	
6.		**Grand Total**	**265**	
7.	Note: AS per the Government of Karnataka order number CS/137/AES/2022 dated 19/05/2022, 33% of the total staff seats should be reserved for women candidates.			

3.3.3. The minimum required qualification is as follows:

Sl. No	Position	Minimum Qualification Requirement	Remarks
1.	Nursery school Teachers	PUC and NTT course certificate.	<u>Teachers age limit:</u> Teachers aged above 21 & below 60.
2.	Primary school Teachers	PUC and D.Ed./TCH, Teachers should have passed the TET exam and their name should be in the TET exam result list published by the Government of Karnataka.	
3.	High school	Degree in	

Sl. No	Position	Minimum Qualification Requirement	Remarks
	Teachers	concerned subject with B.Ed.	
4.	P.U College Lecturers	MA/MSC/M.COM with B.Ed.	
5.	Degree College Assistant Professors	MA/MSC/M.COM with NET/SLET/MPhil/PhD. As per UGC-2018 Guidelines	

3.3.4. "Alternative key staff shall not be proposed. The successful bidder shall submit details for each position."

3.4. The Technical Proposal should contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

1.	Earnest Money Deposit (EMD) 9,97,072/-
2.	GST registration certificate.
3.	EPF registration certificate.
4.	ESI registration certificate.
5.	GST returns, ESI, EPF paid challans of 265 staff for one year 2021-22.
6.	Salary paid details of 265 staff (Account statement) for one year 21-22.
7.	Labour Department registration certificate.
8.	Certificate of Incorporation in case of Private Limited / Public Limited
9.	Annual Turnover statement of three years 2019-20, 2020-21, 2021-22. certified by Chartered Accountant, bidder should meet one time the estimated value i.e 6,64,71,000/-
10.	Audited Balance Sheet 2019-20, 2020-21, 2021-22
11.	Audited Profit & Loss Statement 2019-20, 2020-21, 2021-22
12.	Affidavit as per format enclosed.
13.	Previous work Orders for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23
14.	Satisfactory Performance Certificate / Letter for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23.

15.	Technical Proposal Submission Form
16.	Details of Service Provider
17.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
18.	Original/notarized documents to be submitted for verification, verification date will be intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The salary to the staff is as detailed below:

Sl No.	NAME	Salary per Month (Basic+ VDA)	EMPLOYER Contribution (BBMP)		Sub Total	EMPLOYEE Contribution		Sub Total	Total Salary per month (3+6)	Take home Salary per month per personnel (10-9-6)	PT	Total (10+12)	Total Teachers	Total Value per month (without GST)	Total Value per year (Without GST)
			ESI: 3.25%	PF: 13.16%		ESI: 0.75%	PF: 12%								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Nursery School Teacher	16,636.00	541	2,189.30	2,730	125	1,996	2,121	19,366	14,515	-	19,366	34	6,58,443	72,42,872
2	Primary School Teacher	16,636.00	541	2,189.30	2,730	125	1,996	2,121	19,366	14,515	-	19,366	34	6,58,443	72,42,872
3	High School Teacher	19,449.00	632	2,559.49	3,192	146	2,334	2,480	22,641	16,969	200	22,841	120	27,40,870	3,01,49,567
4	PU College Lecturers	21,903.00	712	2,882.43	3,594	164	2,628	2,793	25,497	19,110	200	25,697	61	15,67,534	1,72,42,876
5	Degree College Lecturers	22,247.00	723	2,927.71	3,651	167	2,670	2,836	25,898	19,411	200	26,098	16	4,17,564	45,93,201
													265	60,42,853	6,64,71,388

Note:

- Minimum 2% to 3% service charges are fixed. If bidders quote less than 2%, those financial offer will be rejected.
- The service charge per person per month should be in percentage (%). The service charge should be quoted in Eprocurement portal only.
- If multiple bidders quote the same service charges, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

3.7. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal http://eproc.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the eProcurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client, evaluates the proposals on the basis of point system specified below. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 100.

Sl.no	**Documents**	**Points**
1.	Earnest Money Deposit (EMD) 9,97,072/-	100
2.	GST registration certificate.	
3.	EPF registration certificate.	
4.	ESI registration certificate.	
5.	GST returns, ESI, EPF paid challans of 265 staff for one year 2021-22.	
6.	Salary paid details of 265 staff (Account statement) for one year 21-22.	
7.	Labour Department registration certificate.	
8.	Certificate of Incorporation in case of Private Limited / Public Limited	
9.	Annual Turnover statement of three years 2019-20, 2020-21, 2021-22. certified by Chartered	

	Accountant, bidder should meet one time the estimated value i.e 6,64,71,000/-	
10.	Audited Balance Sheet 2019-20, 2020-21, 2021-22	
11.	Audited Profit & Loss Statement 2019-20, 2020-21, 2021-22	
12.	Affidavit as per format enclosed.	
13.	Previous work Orders for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23	
14.	Satisfactory Performance Certificate / Letter for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23.	
15.	Technical Proposal Submission Form	
16.	Details of Service Provider	
17.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	

a) The minimum technical score required to pass is: **100 points.**

b) If bidder fails to upload any of these documents bid will be rejected.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

d) All documents to be uploaded on e-portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in e-Procurement Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the e-Procurement portal, who have secured the minimum qualifying mark in the technical evaluation.

5.5. The financial bids shall be opened online in the e-Procurement portal.

5.6. The Client will select the bidder who has quoted the lowest service charge per person.

5.7. If multiple bidders quote the same service charges, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The selected Service Provider will be invited for negotiations if required.

5.9. The bidder should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

5.10. The evaluation committee will determine whether the Financial Proposals are complete, and correct any computational errors.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful, in the Eportal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from June 2023.

7.3. Within 15 days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client’s locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client. Once manpower is approved by client, the said resources may start the work. However, in case of any unsatisfactory performance by a resource at any point of time during the period of the contract, the client may ask for replacement and the successful bidder shall provide the replacement within 7 days. No reasons are mandatory from client end and the associated cost of replacement shall not be borne by the client. Any failure in replacement on compliance may lead to action as per the agreement.

7.4. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser

shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

7.5. Failure of the successful Bidder (L1) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder (L2) if it matches Successful bidder rates, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

7.6. If there is any typographic error of the bid amount mentioned between words and figures the lower figure among the two will be considered as bid amount

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, manpower requirement in this case, without any change in unit price or other terms and conditions.

10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

11. Bidders will be debarred as per the KTPP act.

12. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid

for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: ..../..../.....

To,

JC East.

Dear Sir/Madam,

RFP Ref. No.

Subject: Technical Proposal for .....

We, the undersigned, offer to provide teachers on outsourced basis to BBMP Schools and colleges, for the above in accordance with your Request for Proposal vide no. ..... dated ..../..../..... We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this RFP	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Service Provider/s references

[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

Sl.	**Particulars**	**Details**			
1.	Assignment Name				
2.	Client Name				
3.	Client Address				
4.	Client Contact Details	**Name**	**Designation**	**Mobile**	**Email**
5.	Contract Start Date				
6.	Contract Completion Date				
7.	Contract Period				

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

Sl.	Particulars	Comments and Suggestions
1.	Terms of Reference	
2.	Data, services & facilities to be provided by the client	

Authorized Signature:	
Name:	
Title:	
Company Seal:	

5. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in Crores)**
1.	2019-20	
2.	2020-21	
3.	2021-22	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

6. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ....for the Request for Proposal of BRUHATH BENGALURU MAHANAGARA PALIKE for ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, curriculum vitae, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

Note: should be quoted in the Eprocurement portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

The RFP is being published for the outsourcing of teachers to the below mentioned BBMP Schools and colleges of East zone:

EAST Nursery School Zonal Wise List

East Zone		
SL. No	**Nursery School Name**	**Address**
1	Nilsandra	Nilsandra Main Road B-560047.
2	Austin Town	Janbul Street, Vivekanagar Post B-560047.
3	Domalur	H.A.L Main road Domalur B-560071.
4	Doopanahalli	No.50, Rama Temple Road, H.A.L 3rd Stage B-560008.
5	Kodihalli	Corporation Colony, H.A.L Main road B-560008.
6	Jogupalya (Primary School Surrounding)	1st Cross Cambridge Road Halsur B-560008.
7	Jogupalya (Gundappa Park)	1st Cross Cambridge Road Halsur B-560008.
8	Gowthamapura	1st Main Road 2nd cross Gowthamapura Halasur, B-560008.
9	Jalakanteshwara Nagara	Adugodi Post, Wilsan Garden B-560030.
10	Richmond Town	O Shangh Nesi Road Beside Utteja Nursing Home B-560025.
11	Ashokanagara	Commissionaire Road, Ashokanagar B-560047
12	Sampangirama Nagara	No. 1, 14th Main Road Sanpangirama Nagar, B-560027.
13	Tasker Town (Payappa garden)	Payappa garden Shivajinagar, B-560051.
14	Vasanth Nagar	1st Main Road Vasanthnagar, B-560052
15	Bradve	CockBun Road, Beside Shivajinagar Police Station Bradve Road, B-560053.
16	Central Bazar	Stater House Road B-560051.
17	Nala Road	No. 55, Kodandharamapura, Narayanapilai

		Road, B-560001
18	Bharathi Nagar	Thimmaya Road, Beside Muthyamma Temple B-560051
19	NarayanaPilai Street	Thimmaya Road, N.P Street High School Building, B-560051
20	Halsur	Satyanarayana Temple Road, Halsur B-560008
21	Shivana Shetty Garden	Beside R.B.N.M.S School Jaan Road B-560042
22	Murphy Town	Murphy Road, Halsur B-560008
23	Cox Town	RamaKrishnappa Road Cox Town B-560005.
24	Murphy Road	Workers Colony, Halsur B-560008.
25	Bagalur Layout	Sagayapura, New Bagalur Layout, B-560084.
26	Williams Town	1st Main Road Williams Road B-560046
27	Cleveland Town	Beside Ashoka Theatre, Robertson Road, B-560005
28	Gandhi Grama	Patari Town B-560046
29	Byadarahalli	A.Cross Bensun Town Byadarahalli B-560046
30	Dinnur	Main Road, Beside Ganesha Temple Dinnur, B-560032.
31	Ganga Nagar	5th Main Road 2nd Cross, RO Nagar Near Bus Stand Bangalore.
32	A K Colony	No.24 6th Main Road Palace Guttahalli, Palace Nagar B-560003.
33	Doddakanalli	Sarjapura Main Road, Belandur, Doddakanalli Colony, No.35

EAST PRIMARY SCHOOLS

Sl .No	Schools Names	Address
1.	BBMP Primary School Neelasandra,	Neelasandra Main Road, Bangalore47.
2.	BBMP Primary School Austin Town,	Near Mayabazar Slum, Austin Town, Bangalore.
3.	BBMP Primary School Tasker Town,	Shivaji Circle, Shivaji Nagar,Bangalore-2.
4.	BBMP Primary School Hafizia Broadway	Cock Burn Road, Near Shivaji Nagar Police Station, Broadway

	(Higher Elementary)	Road, Bangalore-53.
5. 6.	BBMP Primary School Narayanapillai Street,	Thimmaiah Road. Near Corporation Maternity Home, Bangalore-51.
7.	BBMP Primary School Jougupalya,	Ulsoor, Bangalore-8.
8.	BBMP Primary School Dinnur	Dinnur Main Road, J.C. Nagara, Bangaluru.

EAST HIGH SCHOOLS

Sl.No	Schools Names	Address
1.	BBMP High School Shanthinagara	Near Old Burial Ground, Shanthinagar, Bangalore-27
2.	BBMP Girls High School Austin Town	By the side of Corporation Maternity Home Main Road, Austin Town, Bangalore-47.
3.	BBMP Boys High School Austin Town	Near B.D.A. Complex, Neelasandra, Austin Town, Bangalore-47.
4.	BBMP Girls High School Jougupalya	JougupalyFa, Bangalore-08.
5.	BBMP Boys High School Jogupalya	Ulsoor, Bangalore-08
6.	BBMP Boys High School Tasker Town	Shivaji Circle, Shivaji Nagar, Bangalore-01.
7.	BBMP High School Broadway	Cockburn Road, Near Shivajinagar Police Station, Broadway, Bangalore-52.
8.	BBMP Girls High School Dispensary Road	Adjacent to Asst. Revenue Officer, Dispensary Road, Bangalore-01.
9.	BBMP Girls High School Jayamahal	Thimmaiah Road, and Narayanapillai Street, Bangalore-05.
10.	BBMP Girls High School Murphy Town	Ulsoor, Bangalore-08.
11.	BBMP High School Cox Town	Cox Town Circle, Bangalore-05.
12.	BBMP High School Pillanna Garden	Tannery Road, Bangalore-05.
13.	BBMP Girls High School Cleveland Town	Near Ashok Talkies, Frazer Town, Bangalore-05.

14.	BBMP High School Ganga Nagara	R.T.Nagar, Bangalore-06.
EAST PU COLLEGES		
1.	BBMP Composite PU College Austin Town	By the side of Corporation Maternity Home Main Road, Austin Town, Bangalore-47.
2.	BBMP Composite PU College Jougupalya	Jougupalya, Bangalore-08
3.	BBMP Composite PU College Taskar Town	Shivaji Circle, Shivaji Nagar, Bangalore-01
4.	BBMP Composite PU College Dispensary Road	Adjacent to Asst. Revenue Officer, Dispensary Road, Bangalore-01.
5.	BBMP Composite PU College Cleveland Town	Near Ashok Talkies, Fraser Town, Bangalore-05.
EAST Degree Colleges		
1.	BBMP Degree College Cleveland Town	Near Ashok Talkies, Fraser Town, Bangalore-05.

EAST Zone Schools and Colleges Lists

Sl no	**Schools and Colleges Name**	**Schools and Colleges Numbers**	**Working Teachers**
1	NURSERY SCHOOLS	33	34
2	PRIMARY SCHOOLS	07	34
3	HIGH SCHOOLS	14	120
4	PU COLLEGES	05	61
5	DEGREE COLLEGES	01	16
TOTAL		**60**	**265**

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider to provide teachers on outsourced basis for a period of 9 months or till the end of academic session 2023-24 whichever is earlier, and the services may be extended for another academic session 2024-25 (which is for a period of 11 months) based on the satisfactory

performance appraisal certified by special commissioner education, to BBMP schools and colleges of East zone.

3. An Outline of the Tasks to be Carried Out (Scope of work)

1. The Service Provider shall be responsible for providing the requested number of teachers and should meet the prescribed minimum qualification and experience as detailed in technical proposal section.
2. The teachers shall perform the duty assigned to them from time to time.
3. The teachers shall take utmost care, that they are required to use in the discharge of their duties and responsibilities.
4. The teachers shall not indulge in any corrupt practices in discharge of their duties and responsibilities.
5. The teachers deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They must discharge their duties in a professional manner.
6. Teachers shall work in as per instructions of higher authority related to scope of work throughout the contract period.
7. The Service Provider shall ensure that the teachers deployed should meet the prescribed qualification and experience and also get the credentials (character and antecedents) of the teachers verified by the police and obtain reports thereof.
8. The Service Provider shall submit to the Employer the list of teachers deployed by him along with proof of meeting prescribed qualification and experience, medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number if available for record by the Employer, Aadhaar card, Bank Account details with the first bill.
9. The location/deployment of the manpower to the school has to be approved by the head office, BBMP. The client may submit a draft proposal but final decision is to be of BBMP Hon'ble Chief Commissioner.
10. In case of long (more than 7 days) and unauthorized absence of 2 or more days the teacher(s), the Service Provider shall take immediate steps for replacement to ensure that the work of the BBMP will not Suffer. Action shall be taken within 7 days.
11. The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the

teachers provided by him. In case of persistent misbehavior of any of the teachers, the Service Provider shall provide a replacement on receipt of complaint by the Employer.

12. Senior Officer of the Service Provider should visit the Office of the Employer at least once in a month and check the working of their teachers.

13. The teachers employed by the Service Provider will be in the employment of the Service Provider only. They will not have any claim whatsoever in case of filling of regular posts, if any, by BBMP

14. If teachers provided by the Service Provider to the BBMP are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.

15. The teachers deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus.

16. The Service Provider shall extend all benefits including leave accruing to them under the various applicable Labour Laws.

17. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the teachers deployed by the service provider.

18. The Service Provider shall pay the teachers at the rates as may be notified by the Employer from time to time. This amount would be paid to the teachers by RTGS only after deducting the employee’s contribution of PF, ESI as prescribed by the Government from time to time. The payment to the teachers should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.

19. The Service Provider shall deposit the Employer’s contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the teachers through nationalized banks to the appropriate

authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

20. Every effort would be made to ensure that the payment to the Service Provider is made in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall be solely responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least three months. The payment to the teachers would be made by RTGS/NEFT only.

21. The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the teachers with copy to the Employer.

22. The Service Provider who is entrusted with the task of providing teachers to BBMP will be solely responsible for performance of the duty entrusted to the teachers. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of two months' notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.

23. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

24. The service provider must provide biometric attendance of all the teachers. While submitting the monthly attendance, biometric attendance should clearly mention in- and out-time of the resources of all teaching/working days.

25. The Service Provider shall submit his invoice for the previous month before the 10th of the next month. The invoice shall give the following details:

i. Salary paid for the personnel based on biometric attendance (computed at the rates as may be notified by the Employer from time to time per month), the employee's contribution of PF and ESI supported by attendance sheet;

ii. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;

iii. Service Provider’s fees computed on the total of 1 to 2 above;

iv. Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.

26. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall be solely responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates.

SECTION VI – CONTRACT OF SERVICE PROVIDER’S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2023, **BETWEEN** on the one hand, …… (Hereinafter called the "Client") **AND** on the other hand, ……. (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, JC East

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "staffs" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 9 months or till the end of academic session 2023-24 whichever is

earlier, and the services may be extended for another academic session 2024-25 (which is for a period of 11 months) based on the satisfactory performance appraisal certified by special commissioner education.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-

competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staffs, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) The service provider should not collect any funding from the agencies.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor the staffs shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the staffs of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

Deleted.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

As defined at 3.3.2,

2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the Staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.

2) If the Client finds that any of the staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as fixed by BBMP.

2.6.2. Contract Price

The Contract price will be salary as fixed by BBMP and the service charges quoted by the successful bidder.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

a) Receipt of payment of P.F and ESI as applicable.

b) Biometric Attendance extract.

c) Payment receipt details transferred through NEFT/RTGS to the account of concerned teachers.

d) The bills of every month should be submitted along with the amount paid through RTGS to staff with the copy of RTGS, ECR challans of ESI/PF paid for the month.

e) The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.

f) The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

g) The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

h) Bills should be submitted by 5th of every month through concerned officer.

i) The authorized officer will forward the bill to the Deputy controller finance of the respective zone.

j) Payment will be made to the bidder after deducting taxes as payable under Applicable law and after taking into account any deduction/ fine / penalties imposed by Bruhat Bangalore Mahanagar Palike.

k) In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

l) Penalties:

Sl. No.	**Item**	**Penalty**
1	Not Deputing staffs in time.	0.5 % of monthly fee payable
2	Non-disbursement of salary to the staff before 5th of the month due;	penalty of 2% of the particular bill amount submitted for payment.
3	starting the services	5% per week to a

		maximum of 10% of contract value including tax if the service provider does not start service within 15 days from the date of issue of work order.

m) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference, or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.7.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

i. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

ii. A cashier's check or Banker’s certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

iii. Specified small savings instruments pledged to the Purchaser.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider’s performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP.

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback

regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. Training report of the same must be submitted once in a month.

h. Licenses if any required for services at the site will be procured by the service provider.

i. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

j. The service provider should have insurance facility of the 110% of contract value including tax.

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From DD/MM/YY	**To** DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	

Name:	
Title:	
Company Seal:	

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

Sl.	**Checklist of Documents**	
1.	Earnest Money Deposit (EMD) 9,97,072/-	
2.	GST registration certificate.	
3.	EPF registration certificate.	
4.	ESI registration certificate.	
5.	GST returns, ESI, EPF paid challans of 265 staff for one year 2021-22.	
6.	Salary paid details of 265 staff (Account statement) for one year 21-22.	
7.	Labour Department registration certificate.	
8.	Certificate of Incorporation in case of Private Limited / Public Limited	
9.	Annual Turnover statement of three years 2019-20, 2020-21, 2021-22. certified by Chartered Accountant, bidder should meet one time the estimated value i.e 6,64,71,000/-	
10.	Audited Balance Sheet 2019-20, 2020-21, 2021-22	
11.	Audited Profit & Loss Statement 2019-20, 2020-21, 2021-22	

Sl.	Checklist of Documents	
12.	Affidavit as per format enclosed.	
13.	Previous work Orders for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23	
14.	Satisfactory Performance Certificate / Letter for providing 265 numbers any kind of staff in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23.	
15.	Technical Proposal Submission Form	
16.	Details of Service Provider	
17.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	
18.	Any other documents as per the tender document.	